Memorandum of Agreement
Between

Barnstable County through
Cape Cod Commission
3225 Main Street
Barnstable, MA 02630

and

Town Administrator on behalf of
Town of Orleans
19 School Road
Orleans, MA 02653

This Memorandum of Agreement (Agreement) is entered into this _____ day of _____, 2015 by and between Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town Administrator on behalf of the Town of Orleans (hereafter referred to as the "Town.")

WHEREAS, the Commission has received funding from the Department of Housing and Community Development to provide technical assistance to local communities under the provisions of Chapter 205 of the Acts of 2006, as amended, and

WHEREAS, the Town has requested technical assistance to support an evaluation of the Orleans Tri-Town Wastewater & Septage Regionalization,

NOW THEREFORE, the Town enters into this Memorandum of Agreement with the Commission.

1. RESPONSIBILITIES OF THE TOWN

A) The Town has requested technical assistance from the Commission in accordance with its letter dated November 13, 2014 and email dated January 29, 2015 incorporated herein by reference.

B) The Town agrees to work with the Commission as per the attached Scope of Work (Attachment A.)

C) The Town agrees to clearly state on all written materials and reports that funding for the project is provided by the Cape Cod Commission through the Department of Housing and Community Development's District Local Technical Assistance program. The Town agrees to provide periodic progress, including draft deliverables, as appropriate and financial reports to the Commission for grant reporting purposes on or before March 13, 2015, June 12, 2015 and September 11, 2015. A final report is due on or before October 31, 2015.

2. RESPONSIBILITIES OF THE COMMISSION

Upon execution of this agreement, the Commission agrees to provide the Town with $20,000 to conduct the scope of work in Attachment A. Funding for this technical assistance is provided by the Department of Housing and Community Development and the Cape Cod Commission.

3. DURATION

A) This Memorandum of Agreement shall be effective until September 30, 2015 unless an extension in time is

agreed to in writing by both parties.

B) Either the Town or the Commission may terminate this Agreement by written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party, or if the other party violates or breaches any of the provisions of this Agreement. Such notice shall be delivered by certified mail at least thirty (30) days before such effective date. In the event of such termination or suspension of this Agreement, the Commission shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Agreement up to and including the date of receipt of notice of termination or suspension.

4. AMENDMENT

This Agreement may be amended as mutually agreed by both parties in writing.

5. SIGNATORY AUTHORIZATION

The respective signatories hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of the public entity on whose behalf they have signed this Agreement, and that all substantive and procedural preconditions to their effective execution of this Agreement on behalf of said public entities have been satisfied.

6. INTEGRATED INSTRUMENT

This Agreement shall take effect as an integrated instrument.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Agreement this _____day of _____ in the year two thousand and fifteen.

BARNSTABLE COUNTY

_____
Michael Brillhart, County Administrator

_____
Date

TOWN OF ORLEANS

John F. Kelly
_____
John Kelly, Town Administrator

4-17-15
_____
Date

CAPE COD COMMISSION

_____
Paul Niedzwiecki, Executive Director

_____
Date

ATTACHMENT A
SCOPE OF WORK

PROJECT SUMMARY

1. Summarize existing septage and centralized wastewater treatment needs and market for the Lower and Outer Cape towns (from Stantec Report)
2. Summarize terms and conditions of the existing Tri Town Septage Treatment Facility (TTSTF) Inter Municipal Agreement
3. Summarize existing studies on the condition, capital repair and replacement requirements and other information on the existing TTSTF facilities (Stantec, W_P Reports)
4. Define options for continued operation of the existing facility in conjunction with planning, design and construction of a new wastewater treatment facility at the site with septage receiving
5. Conduct discussion with Eastham and Brewster regarding the options and interest in development of a new regional facility for wastewater and septage at the existing TTSTF site
6. Outline options for ownership, operations, management and financing of a regional Wastewater and Septage facility at the TTSTF Site
7. Review and investigate regulatory options and requirements for the existing and future permits
8. Define tasks required to undertake further study and discussions required to determine the feasibility and detailed requirements for a regional Wastewater and Septage facility